

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

In The Matter Of:	)		
	)		
Gewanda Shockley	)	Case No. 10-47548-659	
	)		
	)		
Debtor,	)	Chapter 13	
	)		
U.S. Bank, N.A., it's Successors and/or	)		
Assigns	)	#32	4/18
Movant,	)		
	)		
	)		

**CONSENT ORDER AND  
STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF**

COME NOW, the parties and agree to the following in the settlement of the  
Movant's Motion for Relief:

1. Motion of Mortgagee to Request this Court to terminate stay order in regard to  
Respondent's realty was filed on or about January 14, 2011. The property known as  
1315 Tucker Blvd, St. Louis, MO 63104 , being the subject of said motion.

2. The parties agree that the total post-petition delinquency including fees and  
costs is \$86.12 through April 18, 2011. A breakdown of the delinquency is as follows:

Suspense Balance	(\$663.88)
MFR Attorney Fees	\$600.00
MFR Attorney Costs	\$150.00
Total	\$86.12

Movant is not adequately protected if post-petition payments are not made by the  
Debtor.

3. Total delinquency in the amount of \$86.12 will be tendered on or before  
May 1, 2011.

4. Debtor shall make all monthly post-petition payments as they become due beginning May 1, 2011 to the address provided by Movant in the monthly mortgage statement.

5. Movant's attorney fees and costs sought in the Motion, or any balance thereon, are included in the total post-petition arrearages stated above and are hereby granted and assessed against the Debtor in the total amount of \$750.00.


6. Movant is authorized by the Debtor to mail to Debtor: (1) monthly mortgage statements; (2) account statements including an escrow analysis; and (3) notices regarding address or payment changes provided such a change is authorized by the Note and Deed of Trust. Consent is given by the Debtor to direct contact by mail for purposes of receiving this information and waives any claim for violation(s) of the automatic stay regarding the same.

7. The terms of this Stipulation and the agreement reached between the parties shall remain in effect so long as the automatic stay remains in effect as to this Movant. In the event the automatic stay shall no longer remain in effect as to Movant, this Stipulation shall become null and void. In the event the case is converted to another Chapter under Title 11 and pre-petition and post-petition arrearages remain unpaid, Movant shall be granted relief from the automatic stay after providing the notice as set forth in the following paragraph.

**It is Ordered, Adjudged and Decreed that** in the event the Debtor fails to comply with any of the conditions specified in this Stipulation and Order, the Movant shall file a written Notice of Breach with the Court, and serve a copy upon the Trustee, counsel for the Debtor, and the Debtor. Such Notice shall include a statement of any alleged breach, including an itemization of all delinquent payments and the total amount necessary to cure the breach. Movant shall be allowed attorney fees in the amount of \$50.00 for the preparation of any Notice of Breach under this paragraph and such fees shall be included in the total amount required to cure the delinquency. Movant shall be

allowed additional attorney fees in the amount of \$100.00 for attendance at each hearing related to a Notice of Breach.

**It Is Further Ordered, Adjudged and Decreed** that if the Debtor fails to cure the delinquency in full or fails to file an objection to the Notice of Breach within 14 (fourteen) calendar days of the date of the Notice, Movant shall be entitled to immediate relief from the automatic stay of 11 U.S.C. §362(a) without further notice or hearing upon entry of an order for relief. For such purposes, Movant shall be free to exercise all of its rights and remedies under the Promissory Note, Deed of Trust, or as may otherwise be provided for by law. An order entered under this paragraph shall not be stayed until the expiration of 14 days after the entry of the order. All other relief requested by Movant is hereby denied without prejudice as settled.

  
KATHY A. SURRATT-STATES  
U.S. Bankruptcy Judge

DATED: April 25, 2011  
St. Louis, Missouri  
JJH

Millsap & Singer, LLC

/s/ Elizabeth K. Thompson  
Elizabeth K. Thompson, #49481, #49481MO  
The Law Office of Elizabeth K. Thompson  
Attorney for Debtor  
353 Marshall Avenue, Suite B  
Webster Grove, MO 63119  
Telephone: (314) 725-7300  
Facsimile: (314) 725-7548  
ethompson@ekthompsonlaw.com

/s/ Cynthia M. Woolverton  
Cynthia M. Woolverton, #47698, #47698MO  
Millsap & Singer, LLC  
Attorneys for Movant  
612 Spirit Drive  
St. Louis, MO 63005  
Telephone: (636) 537-0110  
Facsimile: (636) 537-0067  
bktyed@msfirm.com

COPIES TO:

Vernon D. Singer  
Cynthia M. Woolverton  
Attorneys for Movant  
612 Spirit Drive  
St. Louis, MO 63005

Elizabeth K. Thompson  
The Law Office of Elizabeth K. Thompson  
Attorney for Debtor  
353 Marshall Avenue, Suite B  
Webster Grove, MO 63119  
ethompson@ekthompsonlaw.com

Gewanda Shockley  
1315 South Tucker  
Saint Louis, MO 63104

John V. LaBarge, Jr.  
Office of the Chapter 13 Trustee  
Chapter 13 Trustee  
PO Box 430908  
St. Louis, MO 63143

Office of the U.S. Trustee  
Thomas F. Eagleton U.S. Courthouse  
111 South 10<sup>th</sup> St., Suite 6353  
St. Louis, MO 63102